## No. 10704 Equity.

SHERMAN P. BOWERS, Attorney, Assignee of John C. Norris for the purpose of foreclosure, assignee of Charles S. Snook, Mortgagee of Elsie Catherine Snook and D. Frank Snook.

on.

PETITION.

In the Circuit Court.

for Frederick County,

sitting as a Court of

E Q U I T Y.

No. 10704 E Q U I T Y.

TO THE HONORABLE JUDGES OF SAID COURT; -

The Petition and Report of Sale of Sherman P.Bowers, Attorney, Assignee for the purpose of foreclosure of mortgage, respectfully represents unto your Honors; -.

- 1. That on the 12th day of February, A.D. 1909, Elsie Catherine Snock and D. Frank Snock, her husband, by their mortgage deed of said date, duly recorded in Liber S.T.H. 285, folio 453 &c, conveyed unto Charles S. Snock, the real estate which was conveyed unto the said Elsie Catherine Snock by deed of Hannah E. Powell, dated February 12, 1909, and duly recorded in Liber S.T.H. 285, folio 452, one of the Land Records of Frederick County, to secure a promissory note, dated February 12, 1909, payable one year after date to the said Charles S. Snock, in the sum of \$500.00, with interest at 6% per annum from date, said original mortgage with the several assignments written thereon and duly recorded among the Land Records of Frederick County, together with the said original promissory note, are filed herewith as a part hereof, marked, respectively, Exhibits "A" and "A.A."
- 2. That it is provided in said mortgage that if default be made by the said Elsie Catherine Snook abd D. Frank Snook, her husband, in payment of the said promissory note at maturity, or in the payment of any installment of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fullfilment of any covenant or agreement contained therein, then in either case it shall be lawful for the said Charles S. Snook, his personal representatives or assigns, to sell the said property and premises thereby mortgaged at the Court House Door in Frederick City, Frederick County, Md., by public auction, for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County once a week, prior to the date of sale, and to apply the proceeds of said sale as provided in said mortgage.
- 5. That default has been made by the mortgagors in payment of said note; and default having been made, your Petitioner, Assignee of the aforesaid Mortgage, having filed his duly approved bond as required by law and after having first given at least three weeks previous notice of the time, place, manner and terms of sale in The News, a newspaper published in Frederick County, Maryland, once a week for three weeks prior to the date of sale, as per the printer's certificate herewith filed, marked Exhibit B, did attend at the Court house door in Frederick City, Maryland, on the 21st day of February A.D. 1923, at the hour of 11 A.M., the time and place mentioned in said advertisement, and did then and there offer for sale at public auction, the real estate and premises described in said said mortgage, together with the improvements thereon, and did then and there sell the same to John C. Norris he being the highest and best bidder therefor and the said purchaser has signed an acknowledgement of said purchase, which is filed herewith, marked Exhibit C, as part hereof.

That your Petitioner herewith reports the whole amount of said sale of real estate to be the sum of \$700.00 and prays that the said sale may be ratified and confirmed by your honorable Court and that he may have sich other and further relief as the nature